was decided by the House of Lords in 1898, overturning a long line of English decisions. But this decision seems to have been reversed by the House of Lords in 1901, in *Quinn* v. *Leatham,* [1901] A. C. 495. This was followed by *Giblan* v. *Nat. Amal. Union* [1903], 2 K. B. 600, *Glamorgan Coal Co.* v. *S. Wales Miners' Federation* [1903], 2 K. B. 545. See article, THE AUTHORITY OF ALLEN v. FLOOD, MICHIGAN LAW REVIEW, Vol. 1, p. 12. In the United States there are a number of federal decisions which hold the "boycott" and the "sympathetic strike" to be an unwarranted and unlawful interference with a man's business, where the effort is made to induce third persons not to deal with him. They also hold the injunction to be a proper remedy in such cases. *Casey* v. *Cincinnati Typographical Union No. 3 et al.,* 45 Fed. Rep. 135; *Arthur et al.* v. *Oakes et al.,* 63 Fed. Rep. 310; *Oxley Stone Co.* v. *Cooper's International Union etc. et al.,* 72 Fed. Rep. 695; *Knudsen et al.* v. *Benn et al.,* 123 Fed. Rep. 636. The state decisions are very numerous and somewhat contradictory. Among the later decisions, the following would seem to support the position taken by the New Jersey court: *Doremus et al.* v. *Hennessy,* 176 Ill. 608; *Beck* v. *Railway Teamsters Prot. Union,* 118 Mich. 497; *Jensen* v. *The Cooks and Waiters' Union et al.,* 39 Wash. 530; *Lucke* v. *Clothing Cutters etc.,* 77 Md. 396; *Plant* v. *Woods,* 176 Mass. 492, (C. J. HOLMES dissenting); but see *Worthington* v. *Waring et al.,* 157 Mass. 421. The following cases dissent: *Orr* v. *Home Mut. Ins. Co.,* 12 La. 255; *Perkins* v. *Pendleton,* 90 Me. 166; *Clemmitt et al.* v. *Watson,* 14 Ind. App. 38; *National Protective Ass'n of Steam Fitters etc., et al.* v. *Cummings et al.,* 170 N. Y. 315.

INJUNCTIONS—CORPORATIONS—OFFICERS INDIVIDUALLY LIABLE.—S. filed a bill to restrain the E. and M. Company from fraudulently using her bottles and labels, and obtained a decree for an injunction and an accounting for certain profits earned by the defendant company through the use of said bottles and labels. *Saxlehner* v. *Eisner and Mendelson Co.* (1900), 179 U. S. 19, 21 Sup. Ct. 7. Complainant was unable to collect anything from the company, and now files a bill alleging that the said E. and M. had full powers of attorney from the company; that they had had exclusive control of the company and had instituted the frauds complained of in the previous suit. The bill prayed that an injunction issue to restrain the said E. and M. as individuals jointly and severally. *Held,* that the defendants could be individually liable under the facts stated, even though a previous decree had been granted against the corporation. *Saxlehner* v. *Eisner et al.* (1906), — C. C. A. 2nd Cir. —, 147 Fed. Rep. 189.

The case is a unique one, and a similar question does not seem to have arisen in the courts. The facts show that at the time the company was enjoined, an injunction against the company alone seemed sufficient to afford relief. But the later actions of the defendants gave good grounds for believing that they, as individuals, would carry on the fraud. And it has been held that such threatened future action can be enjoined. See *Bonaparte* v. *Camden and A. R. Co.* (1830), Fed. Cases No. 1617. Moreover, they had managed the corporate property, so as to make the accounting for profits

impossible. It would seem, that since the injunction against the company was inadequate to give relief, that the court had the power, under general equitable principles, to grant a new injunction against the real offenders.

MARRIAGE—BREACH OF PROMISE—WHEN JUSTIFIED.—Parties contracted to marry, the woman at the time being affected with tuberculosis. Later the intended husband refused to carry out the contract. In an action for breach of promise, *held,* that such a contract could not be enforced, it being considered contrary to public policy and the interest of society. *Grover* v. *Zook* (1906), — Wash. —, 87 Pac. Rep. 638.

After reviewing many of the authorities the Washington court adheres to the rule announced in perhaps the larger number of courts, that where from any cause, whether existing at the time or arising subsequent to the making of the contract, it becomes impossible for either of the parties to carry out the functions of the marital relation, the other party is justified in refusing to perform the contract and cannot be held liable in damages for its breach. *Allen* v. *Baker,* 86 N. C. 91; *Shackleford* v. *Hamilton,* 93 Ky. 80; *Gulick* v. *Gulick,* 41 N. J. Law 13; *Gring* v. *Lerch,* 112 Pa. St. 244; BISHOP, MARRIAGE AND DIVORCE. In some jurisdictions it has been held that where the physical incapability existed at the time the contract was entered into, neither party is entitled to be released. But upon the theory that the State is a third party to every marriage contract and that the interests of society are paramount to any rights which either party may have acquired under the contract, the Washington court in refusing to award damages said, "We can sanction the breaking of a promise and relieve from the terms of a deliberate agreement only when the alternative involves results more deplorable." To the same effect are *Woodworth* v. *Bennett,* 43 N. Y. 273; *Ryder* v. *Ryder,* 63 Vt. 158; *Miller* v. *Rosier,* 31 Mich. 475; *Tatum* v. *Kelley,* 25 Ark. 209. Independent of any private considerations the sound view of the marriage contract as gathered from the authorities, is that when for any reason the parties have become unable to carry out the marital relation, courts will refuse to enforce this contract just as they would any other contract founded upon a consideration contravening public policy. *Bowman* v. *Gonegal,* 19 La. Ann. 328; *Gulick* v. *Gulick,* 41 N. J. Law 13; *MacIntosh* v. *Renton,* 2 Wash. 121.

MASTER AND SERVANT—PROSPECTIVE DAMAGES FOR WRONGFUL DISCHARGE.—In August, 1902, defendant (below) employed Boyd as chief engineer and general manager of a railroad under construction in China, for a term of five years at a salary of $6,000 per year, payable monthly. In June, 1904, Boyd was discharged, his salary having been paid up to the first of July. In the following August he commenced an action for breach of contract and recovered prospective damages. The evidence failed to show that Boyd might obtain other employment of a similar nature, so the measure of damages applied was the probable present value of his salary for the remainder of the five years for which he was engaged. *American China Development Co.* v. *Boyd* (1906), — C. C., N. D., Cal. —, 148 Fed. Rep. 258.

A servant who has been wrongfully discharged can recover as damages